



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 718
Denver, CO 80203

May 24, 2016

Trout Unlimited, Inc.
Attn: Matt Clark
1777 N. Kent Street
Arlington, CO 22209-2133

**RE: WSRA Grant Amendment #1 – Trout Unlimited, Inc. – Redburn Ranch Diversion Dam Project
in the Southwest River Basin**

Dear Matt,

This letter is to inform you that the amendment contract to assist in the above WSRA grant project was approved on May 24, 2016. The original signed contracts will be mailed to you.

With the executed amendment, you are now able to proceed with the project and invoice the State of Colorado for costs incurred through June 30, 2017. Please provide the project name, CTGG1 number, and basin when corresponding with or invoicing for your project. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 30 days after review and signed approval of the project manager.

If an extension to the project is necessary, a formal letter of request must be submitted to the project manager along with a proposed completion date **90 days** prior to the current expiration date. There will be no prior notice from the CWCB grant manager informing the grantee that the project is approaching its deadline, therefore the grantee must monitor the completion progress accordingly.

If you have any questions or concerns regarding the project, please contact Craig Godbout, Project Manager at 303-866-3441 x3210 or at craig.godbout@state.co.us. You can contact me at 303-866-3441 ext. 3250 for invoicing and payment disbursement questions.

Thank you.

Sincerely,

//s//

Doriann Vigil
Program Assistant II
O 303-866-3441 ext. 3250
1313 Sherman Street, Rm. 719
Denver, CO 80203
Dori.vigil@state.co.us / cwcb.state.co.us

cc: Drew Peternell, CO Water Director
Attachments



CONTRACT AMENDMENT

Amendment # 1	Original Contract CMS #75447	CORE# CTGG1 2016-2791 Amendment #1 CMS # 89841
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between Trout Unlimited, Inc., 1777 N. Kent Street, Arlington, VA 22209-2133 (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Natural Resources, Colorado Water Conservation Board (hereinafter called the "State or CWCB").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

The Water Supply Reserve Account provides money for grants and loans to complete water activities, which are broadly defined and include water supply and environmental projects and/or studies. This Grant, is for Redburn Ranch Diversion Dam Project in the Southwest River Basin.

4) CONSIDERATION-COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS.

The Contract and all prior amendments thereto, if any, are modified as follows:

a. **5. TERM and EARLY TERMINATION is amended to read as follows:** "The Parties respective performance under this Grant shall commence on the Effective Date. This Grant shall terminate on **June 30, 2017** unless sooner terminated or further extended as specified elsewhere herein.

b. **6. a. Completion:** Grantee shall complete the Work and its other obligations as described herein and in the **Exhibit A** on or before **June 30, 2017**. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

c. The Schedule that was included in the Original Contract's Scope of Work shall be replaced by the updated schedule attached hereto as **Schedule C**.

d. **7 a. Maximum Amount:** The maximum amount payable under this Grant to Grantee by the State is **\$148,500** as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**. The maximum amount payable by the State to Grantee during each State fiscal year of this Grant shall be:

\$148,500 in FY2015
\$148,500 in FY2016, minus any funds expended in FY2015
\$148,500 in FY2017, minus any funds expended in FY2016, and FY2015

7) START DATE

This Amendment shall commence on the date the Agreement is signed by the State Controller or delegate (Effective Date) or on June 2, 2016 whichever is later.

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR
Trout Unlimited, Inc.

By:
Title:

Drew Peterzell
Co Water Director

*Signature

Date: 5-16-16

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR
Mike King, Department of Natural Resources

By:

By: Rebecca Mitchell, Section Chief,
Water Supply Planning Section, CWCB

Signatory avers to the State Controller or delegate that
Grantee has not begun performance or that a Statutory
Violation waiver has been requested under Fiscal Rules

Date: 5/18/16

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:

Name and Title: Maggie VanCleaf, DNR Purchasing Director

Date:

5/24/2016



April 4th, 2016

To:

Craig Godbout

Program Manager

Colorado Water Conservation Board

Water Supply Planning Section

1313 Sherman Street, Suite 718 Denver CO 80203

(303) 866-3441, ext 3210 (office)

(303) 547-8061 (cell)

craig.godbout@state.co.us

RE:

Redburn Ranch Diversion Dam Project Contract Extension Request

Contract Number CTGG1 2015-2791

Dear Craig,

I'm writing to request an extension of the Redburn Ranch Diversion Dam Project contract. The project was initially recommended for approval by the Southwest Basin Roundtable and approved by CWCB on September 12th., 2014. As we got further into the project, the NRCS went from assuring us that the project was funded to not thinking they would approve their portion of the funding, which makes up approximately half of the project budget. We were preparing to extend, re-scope, or drop the project when they changed course again and approved the funds last fall. This delay made it impossible to implement the project fall 2015. We have since reached further agreement with the NRCS regarding their scope of design work and oversight, and have everything in place to continue the project. I would thus like to humbly request that the CWCB grant us a contract extension so that we can complete the project, at its original intended scope and budget, in the fall of 2016. Our current project closeout date was set at June 1st, 2016 and we would like to extend that one year, to June 1st, 2017. In addition, please see the attached revised project schedule. Thank you for your consideration.

Sincerely,

Matthew Clark

Trout Unlimited is the nation's oldest and largest coldwater fisheries conservation organization, boasting more than 150,000 members. TU's mission is to conserve, protect and restore North America's coldwater fisheries and their watersheds. Learn more at www.tu.org

SCHEDULE C

REVISED 3/22/16

Redburn Ranch Project Schedule																											
detail.	12.14	2.15	3.15	4.15	5.15	6.15	7.15	8.15	9.15	10.15	11.15	12.15	1.16	2.16	3.16	4.16	5.16	6.16	7.16	8.16	9.16	10.16	11.16	12.16	1.17	2.17	6.17
TASK 1 - Channel Survey (Completed)																											
TASK 2 - Design Diversion Alternatives (Completed)																											
TASK 3 - Select Diversion Alternative																											
TASK 4 - Finalize Design and Secure Authorizations																											
TASK 5 - Implement the Project																											
TASK 6 - Monitor Project for Design Compliance																											